

1-8-2015

Navo v. Bingham Memorial Hospital Clerk's Supplement 2 Dckt. 42540

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IN THE SUPREME COURT OF STATE OF IDAHO

LUCIA NAVO, an individual, SERENA and)
NICHOLE NAVO, individuals by and through)
Val Navo as Guardian,)

Plaintiffs/Appellants,)

-vs-)

BINGHAM MEMORIAL HOSPITAL, an)
Idaho corporation, RYAN SAYRE, an)
individual, and MATTHEW MONROE, an)
individual,)

Defendants/Respondents.)

SUPREME COURT # 42540

**CLERK'S SUPPLEMENTAL
RECORD ON APPEAL**

Appeal from the District Court of the Seventh Judicial District

of the State of Idaho, in and for the County of Bingham.

Honorable David C. Nye, District Judge, presiding.

Counsel for Appellant: State Appellate Public Defender, 3050 N. Lake Harbor Ln
Ste. 100, Boise Idaho 83703

Counsel for Respondent: State Attorney General, Criminal Appeals Division,
PO Box 83720, Boise, Idaho 83720-0010

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VS.
BMH
SUPREME COURT # 42540

CV-2010-2965

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DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
BINGHAM COUNTY, IDAHO

Filed Jan 8, 2015 @ 3:07 p.m.
SARA STAUB, CLERK

By [Signature] Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LUCIA NAVO, an individual, SERENA
and NICHOLE NAVO, individuals by
and through Val Navo as Guardian,

Plaintiffs,

vs.

BINGHAM MEMORIAL HOSPITAL, an
Idaho corporation, RYAN SAYRE, an
individual, and MATTHEW MONROE,
and individual,

Defendants.

Case No. CV-2010-2965

**ORDER GRANTING STIPULATION
REGARDING CORRECTION OF
CLERK'S RECORD ON APPEAL**

This cause coming on at this time on stipulation of the parties hereto, through their
respective counsel of record, and good cause appearing therefore;

IT IS HEREBY ORDERED and this does ORDER that the Clerk's Record on
Appeal be corrected as follows:


1. Pages 70 and 71 of the Clerk's Record on Appeal will be replaced due to the
poor quality of the copies in the record. This is page 4 and 5 of Defendant Bingham
Memorial Hospital's Memorandum in Opposition to Plaintiffs' Second Rule 56(f) Motion
filed on or about December 12, 2011.

2. Pages 463-464 of the Clerk's Record on Appeal will be replaced with the document requested by defendant Bingham Memorial Hospital, the Notice of Hearing Regarding Bingham Memorial Hospital's Motion to Strike the Supplemental Affidavit of Samuel H. Steinberg filed on or about May 7, 2012. This is the hospital's notice (versus the notice filed by co-defendant, Ryan Sayre).

3. Pages 572-579 of the Clerk's Record on Appeal will be supplemented to include page 5 of the Decision on Plaintiffs' Renewed Motion to Amend Complaint filed on or about March 12, 2013.

4. Pages 973-975 of the Clerk's Record on Appeal will be supplemented to include Exhibit A and Exhibit B to the Supplemental Affidavit of Jennifer K. Brizee in Support of Defendant Bingham Memorial Hospital's Renewed Motion for Reconsideration Re: Apparent Authority filed on or about April 17, 2013.

DATED this 8th day of January, 2015.



HONORABLE DAVID C. NYE
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of January, 2015, I caused a true and correct copy of the foregoing ORDER GRANTING STIPULATION REGARDING CORRECTION OF CLERK'S RECORD ON APPEAL to be forwarded with all required charges prepared, by the method(s) indicated below, to the following:

Nathan M. Olsen
PETERSEN MOSS HALL & OLSEN
485 "E" Street
Idaho Falls, ID 83402

- ☒ First Class Mail
- ☐ Hand Delivered
- ☐ Fax to 208-524-3391
- ☐ Overnight Mail
- ☐ Email

Jennifer K. Brizee
POWERS TOLMAN FARLEY, PLLC
132 3rd Avenue East
P.O. Box 1276
Twin Falls, ID 83303-1276

- ☒ First Class Mail
- ☐ Hand Delivered
- ☐ Fax to 208-733-5444
- ☐ Overnight Mail
- ☐ Email

CLERK OF THE COURT

By Kristen Sell
Deputy Clerk



original discovery requests. New discovery requests were propounded. The hospital responded. Just because plaintiffs don't like the answers, or the well-supported objections, doesn't mean the hospital is "stonewalling." For instance, the hospital's objections to the requests for privileging and credentialing files are very well grounded in very recent Idaho Supreme Court opinions. See Exhibit C, Brizee Affidavit.

Plaintiffs' counsel, in paragraph 9 of his affidavit, speaks of his "good faith effort to timely obtain this information," and the "delays caused by defendants." He states it is the delays caused by defendants that have made it impossible for plaintiffs to respond to the summary judgment motions. The record is clear the defendants have expended extraordinary efforts to attempt to schedule the depositions of the CRNAs, and to accommodate plaintiffs in that regard. Furthermore, the hospital has fully responded to plaintiffs' discovery requests. It is plaintiffs' lack of due diligence which initially created the need for the original Rule 56(f) motion. It is also plaintiffs' lack of due diligence which has led to the second Rule 56(f) motion. This pattern is concerning, and one must wonder if an additional extension will only end in the same result. At some point, ownership must be taken for this lack of due diligence, and the motions for summary judgment must be heard. These motions are based upon expert witness opinions. Plaintiffs have the medical records. If plaintiffs have no experts, or have no experts who are of the opinion there was a breach of the applicable standard of health care practice, then this case should be dismissed summarily. Another month should not make a difference in this regard.

The hospital joins in the Memorandum in Opposition to Plaintiffs' 56(f) Motion for Continuance to Allow Discovery in Advance of Summary Judgment Hearing submitted

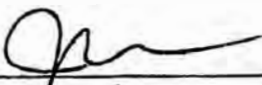
by the CRNA defendants. It is the hospital's position the record shows the defendants have not caused any delay to plaintiffs' ability to conduct discovery in this matter. The record only shows a lack of due diligence by plaintiffs.

CONCLUSION

Based upon the foregoing, defendant respectfully requests plaintiffs' motion be denied, in full.

DATED this 12th day of December, 2011.

POWERS TOLMAN, PLLC

By: 
Jennifer K. Brizee

CERTIFICATE OF SERVICE

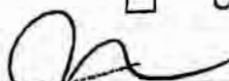
I hereby certify that on this 12th day of December, 2011, I caused a true and correct copy of the foregoing DEFENDANT BINGHAM MEMORIAL HOSPITAL'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S SECOND RULE 56(F) MOTION to be forwarded with all required charges prepared, by the method(s) indicated below, to the following:

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PETERSON MOSS HALL & OLSEN
485 "E" Street
Idaho Falls, ID 83402

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Matthew F. McColl
CAREY PERKINS, LLP
101 S. Capitol Blvd., Suite 1600
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Boise, ID 83701-0519

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<input type="checkbox"/>	Overnight Mail


Jennifer K. Brizee

Jennifer K. Brizee (ISB #5070)
POWERS TOLMAN, PLLC
132 3rd Avenue East
P.O. Box 1276
Twin Falls, Idaho 83303-1276
Telephone: (208) 733-5566
Facsimile: (208) 733-5444

2012 MAY -4 PM 2:59

JENNIFER K. BRIZEE

BY _____ DEPUTY

Attorney for Defendant Bingham Memorial Hospital

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LUCIA NAVO, an individual, SERENA
and NICHOLE NAVO, individuals by
and through Val Navo as Guardian,

Plaintiffs,

vs.

BINGHAM MEMORIAL HOSPITAL, an
Idaho corporation, RYAN SAYRE, an
individual, and MATTHEW MONROE,
and individual,

Defendants.

Case No. CV-2010-2965

**NOTICE OF HEARING REGARDING
DEFENDANT BINGHAM MEMORIAL
HOSPITAL'S MOTION TO STRIKE
THE SUPPLEMENTAL AFFIDAVIT
OF SAMUEL H. STEINBERG**

TO: LUCIA NAVO, an individual, SERENA and NICHOLE NAVO, individuals by and
through Val Navo as Guardian, the above-named plaintiffs, and their attorney of record,
Nathan M. Olsen of the law firm PETERSON MOSS HALL & OLSEN:

YOU WILL PLEASE TAKE NOTICE That the undersigned will bring Defendant
Bingham Memorial Hospital's Motion to Strike the Supplemental Affidavit of Samuel H.

Steinberg for hearing before this court on Friday, May 18, 2012, at 1:30 o'clock p.m., at the Bingham County Courthouse.

DATED this 4th day of May, 2012.

POWERS TOLMAN, PLLC

By: 
Jennifer K. Brizee

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May, 2012, I caused a true and correct copy of the foregoing NOTICE OF HEARING REGARDING DEFENDANT BINGHAM MEMORIAL HOSPITAL'S MOTION TO STRIKE THE SUPPLEMENTAL AFFIDAVIT OF SAMUEL H. STEINBERG to be forwarded with all required charges prepared, by the method(s) indicated below, to the following:

Nathan M. Olsen
PETERSON MOSS HALL & OLSEN
485 "E" Street
Idaho Falls, ID 83402

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Matthew F. McColl
CAREY PERKINS, LLP
101 S. Capitol Blvd., Suite 1600
P.O. Box 519
Boise, ID 83701-0519

<input checked="" type="checkbox"/>	First Class Mail
<input type="checkbox"/>	Hand Delivered
<input checked="" type="checkbox"/>	Facsimile
<input type="checkbox"/>	Overnight Mail


Jennifer K. Brizee

claim arose out of the conduct, transaction, or occurrence set forth or attempted to be set forth in the original pleading; (b) within the period provided by law for commencing the action against the new party, it received such notice of the institution of the action that it will not be prejudiced in maintaining a defense on the merits; and (c) within the period provided by law for commencing the action against the new party, it knew or should have known that the action would have been brought against it, but for a mistake concerning the identity of the proper party.⁹ There has been no argument that the claim against BAS did not rise out of the occurrence set forth in the original pleading. However, it is at issue whether BAS had notice of the institution of the action before the statute of limitations had run.

a. Institution of the Action

The Navos argue that the “Application for Medical Malpractice Prelitigation Screening” together with a letter of the statement of their claims is sufficient to put a party on “notice of the institution of the action.” However, this Court and Idaho case law disagree with this position.

I.R.C.P. 3(a) titled “Commencement of action” clearly states that “a civil action is commenced by the filing of a complaint with the court.” In *Hoopes v. Deere & Co.*, 117 Idaho 386, 788 P.2d 201 (1990), the Supreme Court addressed a case similar to the matter at hand. It found that the first possible date when notice of the action was possible was on the date that a related party was served with the complaint. The Supreme Court rejected the Plaintiff’s argument that notice occurred when the Plaintiffs had conversation on the phone with a related party and were told that the Plaintiff’s planned to file suit. The Court stated, “[N]otice of ‘the

⁹ *Wait v. Leavell Cattle, Inc.*, 136 Idaho 792, 794-95, 41 P.3d 220, 222-23 (2001).

Page 1

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LUCIA NAVO, an individual,)	
SERENA and NICOLE NAVO,)	
individuals by and through)	
Val Navo as Guardian,)	
Plaintiffs,)	
vs.)	Case No. CV-2010-2965
BINGHAM MEMORIAL HOSPITAL,)	
an Idaho corporation, RYAN)	
SAYRE, an individual, and)	
MATTHEW MONROE, an individual,)	
Defendants.)	

DEPOSITION OF MATTHEW L. MONROE

JANUARY 04, 2012

REPORTED BY:

CATHERINE L. PAVKOV, CSR NO. 638

Notary Public

Page 18

1 Q. So was Blackfoot Anesthesia Services --
 2 which we'll just, for efficiency, refer to as BAS. Is
 3 that okay?
 4 A. Yes.
 5 MR. MCCOLL: Don't write on that.
 6 THE WITNESS: Oh, sorry.
 7 MR. OLSEN: You probably ought to erase
 8 that too.
 9 THE WITNESS: Okay.
 10 Q. (BY MR. OLSEN) Was your employment at
 11 BAS, was that the first job that you had out of Albany
 12 Medical College?
 13 A. In anesthesia?
 14 Q. Yes.
 15 A. Yes.
 16 Q. Oh, I meant to ask you. Albany Medical
 17 College, is that a nationally accredited graduate
 18 program?
 19 A. Yes.
 20 Q. How did you become employed for BAS?
 21 A. I saw an ad for employment and called the
 22 owner.
 23 Q. Where did you see the ad?
 24 A. On the internet.
 25 Q. When you say on the internet, where on the

Page 19

1 internet?
 2 A. Gas work dot com.
 3 Q. And this ad, basically, you would call the
 4 owner -- so -- what was in the ad?
 5 A. Just a need for an anesthetist in
 6 Blackfoot.
 7 Q. And what was the application process?
 8 A. I forwarded him a CV and then had a
 9 face-to-face interview.
 10 Q. Was that with Steve McClellan?
 11 A. Correct.
 12 Q. And then you were hired. And what was
 13 your compensation structure?
 14 MR. MCCOLL: You don't have to tell him
 15 how much you made.
 16 THE WITNESS: What were you looking for?
 17 Q. (BY MR. OLSEN) Were you paid by the hour,
 18 by salary, by number of patients?
 19 A. Salary.
 20 Q. An annual salary?
 21 A. Uh-huh.
 22 MS. BRIZEE: Was that a "yes"?
 23 THE WITNESS: Yes. Yes.
 24 MR. OLSEN: Thank you, Jennifer.
 25 MS. BRIZEE: Don't be offended if we do

Page 20

1 that. Because it sometimes gets conversational and
 2 sometimes an "uh-huh" looks like an "huh-uh." So we'll
 3 remind you.
 4 THE WITNESS: Yes.
 5 Q. (BY MR. OLSEN) How much was your salary?
 6 MR. MCCOLL: You don't have to answer that
 7 question.
 8 THE WITNESS: I'm not going to answer that
 9 question on the advice of my attorney.
 10 Q. (BY MR. OLSEN) What was your job
 11 description with BAS?
 12 A. Certified Registered Nurse Anesthetist.
 13 Q. All right. I want to ask you a few
 14 questions about BAS and its -- what you know about its
 15 organizational structure. Let me first ask, were you
 16 given any ownership interest in BAS as part of your
 17 employment?
 18 A. By ownership, what do you mean?
 19 Q. Percentage of the company?
 20 A. No.
 21 Q. Was there any promise at some point that
 22 you'd be given an ownership interest in the company?
 23 A. No.
 24 Q. Who owns the company?
 25 A. Blackfoot Anesthesia Services?

Page 21

1 Q. Yes.
 2 A. Steve McClellan.
 3 Q. Is there anybody else that you're aware of
 4 that owns BAS?
 5 A. Not to my knowledge.
 6 Q. Did you ever look at an operating
 7 agreement for the company?
 8 A. Operating agreement?
 9 Q. It's like bylaws or, you know, it's what
 10 the -- it's the rule by which the company functions.
 11 A. No.
 12 Q. Explain to me -- well, strike that. What
 13 was Steve McClellan's title, other than owner? Did he
 14 have a title?
 15 A. He was also an CRNA.
 16 Q. But from a company structure, did he call
 17 himself the president or --
 18 A. Owner.
 19 Q. That was it?
 20 A. To my understanding.
 21 Q. Were there any officers in the company,
 22 that you're aware of?
 23 A. Not to my knowledge.
 24 Q. And what did BAS consist of in terms of
 25 employees?

6 (Pages 18 to 21)

Page 22

1 A. There was a total of five anesthetists. I
 2 was their fifth.
 3 Q. Any other employees?
 4 A. Not that I know of.
 5 Q. Okay. So you're hired on in 2005. Then
 6 how was work assigned to you once you became hired by
 7 BAS?
 8 A. Work at anesthesia?
 9 Q. Yes.
 10 A. Steve would publish a schedule, a monthly
 11 schedule. And we would arrange our vacation with him.
 12 Q. So when you say a monthly schedule, what
 13 do you mean by that?
 14 A. It was a sheet of paper with our names on
 15 it and where we were supposed to be that day and how
 16 long we were supposed to be there.
 17 Q. Okay. So I'm trying to visualize this.
 18 You have a sheet of paper and it has like the month on
 19 it. And then it has the names of people that are going
 20 to cover what days?
 21 A. Correct.
 22 Q. And what times?
 23 A. Correct.
 24 Q. Was there any kind of pattern, if you
 25 will, on how those shifts, if you will, were set up?

Page 23

1 A. Yes.
 2 Q. And what was that pattern?
 3 A. Call rotated, one in five weekends. And
 4 the day off after call was also a pattern.
 5 Q. So everyone had to take a turn being on
 6 call on a weekend, am I hearing that correctly?
 7 A. Yes.
 8 Q. And then everybody would be available
 9 during the day, during the weekdays, I should say?
 10 MS. BRIZEE: Well, object to the form.
 11 THE WITNESS: Can you restate that? I'm
 12 not sure what you're asking me.
 13 Q. (BY MR. OLSEN) You told me how the
 14 weekends were scheduled. How were the weekdays
 15 scheduled?
 16 A. Okay. We had several anesthetists that
 17 were scheduled at Bingham. And one that was scheduled
 18 post call. And someone could or could not be on
 19 vacation.
 20 Q. Okay. Several scheduled at Bingham. Were
 21 they scheduled at other places too?
 22 A. Yes.
 23 Q. What other places?
 24 A. Idaho Doctors Hospital. Idaho Eye Center.
 25 There's two podiatry offices also as a part of that. I

Page 24

1 don't know their entity names.
 2 Q. And then there was someone scheduled for
 3 post call. What does that mean?
 4 A. After you were on call through the night
 5 or through the weekend, you got the next day off, so you
 6 were supposed to be either, you know, off or, if you did
 7 have to work, it was supposed to be the shortest room
 8 and you were the first one to be off to go home.
 9 Q. So post call is just that day after your
 10 weekend call and it's more or less either -- you're
 11 out-of-pocket or you've got the shortest shift?
 12 A. Out-of-pocket?
 13 MS. BRIZEE: Yeah, I'm going to object to
 14 the form. I didn't understand that.
 15 Q. (BY MR. OLSEN) Okay. You were
 16 unavailable -- if you were on post call, you're either
 17 unavailable or you're working the shortest room? And
 18 I'm going to ask you about that in a minute, too. But
 19 is that your understanding?
 20 MS. BRIZEE: Object to the form.
 21 MR. OLSEN: Do you understand what he's
 22 asking you? You know what out-of-pocket is, it's a guy
 23 term.
 24 MS. BRIZEE: Oh, are you saying my
 25 objection was feminine? To me, out-of-pocket means you

Page 25

1 pay for it yourself. It doesn't mean a day off to me.
 2 Q. (BY MR. OLSEN) Scratch it. It's not
 3 terribly important. I do want to go back to this
 4 assignment of a room. Explain to me how that process
 5 worked or what that meant, when you were assigned a
 6 room.
 7 A. Okay. Within a schedule, there was a
 8 block or a section that said call or long. Call was one
 9 and long was the other. If you were on call when you
 10 came in in the morning, you should take the longest room
 11 with the longest amount of cases. If you were long, you
 12 took the next longest room. And if you were post call,
 13 the assumption was you got the shortest room.
 14 Q. And this is how it worked during the week
 15 as well?
 16 A. Yes.
 17 Q. So if you're the one that's on the call,
 18 then you have the longest room?
 19 A. Yes.
 20 Q. And what is meant by longest room?
 21 A. We look at the schedule in the morning and
 22 the greatest number of cases or the longest amount of
 23 work hours that's going to be done that day, the call
 24 guy should take that, the call anesthetist should take
 25 that.

7 (Pages 22 to 25)

Page 38

1 be the terms of the contract providing anesthesia
 2 services to Bingham Memorial?
 3 A. The terms?
 4 Q. Yes.
 5 MR. MCCOLL: What time?
 6 Q. (BY MR. OLSEN) We're talking -- let's
 7 just go to the time of the -- let's say December of
 8 2008.
 9 A. And your question is in 2008 --
 10 Q. Yes, what was your understanding of the
 11 terms --
 12 A. I don't know.
 13 MS. BRIZEE: Well, and I'm going to object
 14 because I think he's already testified he doesn't know
 15 whether there was a contract in 2008.
 16 Q. (BY MR. OLSEN) Do you believe there was a
 17 contract in 2008 between Bingham Memorial and BAS?
 18 MR. MCCOLL: Objection. It's not
 19 relevant.
 20 MS. BRIZEE: And lack of foundation.
 21 THE WITNESS: I'm sorry, I was an employee
 22 of Steve McClellan and Blackfoot Anesthesia Services. I
 23 was not in an entity to have contracts. I don't know.
 24 Q. (BY MR. OLSEN) Did BAS have any written
 25 anesthesia procedures there on file?

Page 39

1 A. Did Blackfoot Anesthesia have written
 2 anesthesia --
 3 Q. Procedures?
 4 A. At their --
 5 Q. That were there at BAS?
 6 A. No, Blackfoot Anesthesia did not.
 7 Q. Did Bingham Memorial have written
 8 procedures for anesthesia services?
 9 MR. MCCOLL: Object to form.
 10 MS. BRIZEE: Join.
 11 THE WITNESS: Can you say that -- restate
 12 that in a more concise way? I can answer the question,
 13 I just need to know what you're asking.
 14 Q. (BY MR. OLSEN) Okay. My question is --
 15 let me just say that you said you weren't aware of any
 16 written anesthesia procedures there at BAS. Were there
 17 written anesthesia procedures at Bingham Memorial
 18 Hospital that you were aware of?
 19 A. Yes.
 20 Q. What are those?
 21 A. I'm sorry?
 22 Q. What did those procedures cover?
 23 A. I don't have those in my possession.
 24 Q. But you've read them?
 25 A. Yes.

Page 40

1 Q. What do you recall about those written
 2 procedures?
 3 A. It was mostly Joint Commission policies or
 4 guidelines.
 5 Q. When you say Joint Commission, what are
 6 you --
 7 A. Joint Commission accreditation. It's the
 8 hospital accreditation institution that accredits the
 9 majority of the hospitals in the United States.
 10 Q. So the Joint Commission on accreditation
 11 at Bingham Memorial had some written procedures with
 12 regard to anesthesia services?
 13 A. Yes.
 14 Q. Does -- do you recall that there were any
 15 written anesthesia protocols being maintained by BAS?
 16 MS. BRIZEE: Object to the form.
 17 THE WITNESS: I'm aware of one protocol in
 18 the policies and procedures, and that's the hyperthermia
 19 protocol, malignant hyperthermia protocol.
 20 Q. (BY MR. OLSEN) And was this protocol kept
 21 by BAS or was this, again, part of the Joint Commission
 22 standards?
 23 A. Neither.
 24 Q. Okay. Well, who had this written
 25 protocol, was it BAS or BMH?

Page 41

1 A. BMH.
 2 Q. Were there any written anesthesia -- well,
 3 let me back up. Sorry. Any other protocols that you
 4 can think of kept either by BAS or BMH?
 5 A. No. I don't have those in my possession.
 6 At this time, I don't remember.
 7 Q. Yeah. All right. I understand. I'm just
 8 asking what you can recall.
 9 A. Uh-huh.
 10 Q. Do you recall seeing any written
 11 anesthesia policies kept by either BAS or BMH?
 12 A. Yeah. By BMH, yes, there was policies.
 13 Policies and procedures are kind of one and the same, I
 14 guess, in my mind.
 15 Q. All right. And would those policies also
 16 have included quality controls with regard to anesthesia
 17 services?
 18 MS. BRIZEE: Object to the form.
 19 MR. MCCOLL: Join.
 20 THE WITNESS: I can't remember. I'm
 21 sorry.
 22 Q. (BY MR. OLSEN) Did those policies,
 23 procedures include provisions on when an incident report
 24 needed to be filed?
 25 MS. BRIZEE: Object to the form.

11 (Pages 38 to 41)

Deposition of:

Ryan Sayre

January 3, 2012

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

LUCIA NAVO, an individual, SERENA
and NICOLE NAVO, individuals by and
through Val Navo as Guardian,

Plaintiffs,

vs.

Case No.
CV-2010-2965

BINGHAM MEMORIAL HOSPITAL, an Idaho corporation, RYAN SAYRE, an individual, and MATTHEW MONROE, an individual,

Defendants.

DEPOSITION OF RYAN SAYRE

Tuesday, January 3, 2012, 1:00 p.m.

Idaho Falls, Idaho

Sandra D. Terrill,

RPR, CSR

Deposition of:

Ryan Sayre

January 3, 2012

Page 18

1 get a job back in Idaho.
 2 We went to the online job -- it's called
 3 GasWork.com, which is just an online website where
 4 they offer the different jobs across the nation, and
 5 chose Idaho as the state that we'd like to have a job
 6 in. And at the time Blackfoot and Boise, Idaho, were
 7 hiring. We contacted Blackfoot and were able to get
 8 an interview.
 9 Q. And so this was an online ad. You
 10 filled out an application --
 11 A. Uh-huh.
 12 Q. -- sent it in?
 13 Did you know anybody at Blackfoot?
 14 A. The -- on line was a phone number and
 15 called Steve McClellan, who is the boss of Blackfoot
 16 Anesthesia Services, and talked with him and set up
 17 an interview.
 18 Q. And who's Steve McClellan?
 19 A. He is the boss at Blackfoot Anesthesia.
 20 He's a certified registered nurse anesthetist as
 21 well.
 22 Q. Is he currently the boss of -- is he
 23 still currently running Blackfoot Anesthesia
 24 Services?
 25 A. He is right now.

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1 Q. When you say right now, was there a time
 2 that he was not in charge?
 3 A. We're in the process of going through
 4 some changes with the anesthesia group and he is
 5 retiring.
 6 Q. Okay. Tell me a little bit more about
 7 Blackfoot Anesthesia Services, LLC. You mentioned
 8 that it's a group. As I understand it, is this a
 9 group of CRNAs?
 10 A. It is.
 11 Q. And how many?
 12 A. There's five of us.
 13 Q. How many were there in 2007 when you
 14 were hired?
 15 A. Five.
 16 Q. How many were there in December of 2009?
 17 A. Five.
 18 Q. Have there been any since 2009 that have
 19 left?
 20 A. Matt Monroe was one that got employment
 21 in another town closer to family. Brenda Hatch was
 22 another nurse anesthetist that we had that received
 23 another job in Idaho Falls. And they've since been
 24 replaced with other nurse anesthetists.
 25 Q. Who was Matt replaced with?

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1 A. Matt was replaced with Brandon Pieper.
 2 Q. Who was Brenda replaced with?
 3 A. She was replaced by Chris Wehrli.
 4 Q. All right. Other than CRNAs, are there
 5 any other people employed by Blackfoot Anesthesia
 6 Services?
 7 A. No.
 8 Q. There's no secretaries?
 9 MR. McCOLL: You have to say no.
 10 THE WITNESS: No.
 11 Q. BY MR. OLSEN: Are there any physicians
 12 employed?
 13 A. No.
 14 Q. Explain to me how the -- how does the
 15 pay structure work there?
 16 MR. McCOLL: Object to the form.
 17 THE WITNESS: It's a paycheck, monthly
 18 paycheck.
 19 Q. BY MR. OLSEN: Are you on salary there?
 20 A. Yes.
 21 Q. And who determines your salary?
 22 A. Steve McClellan.
 23 Q. Do you have any ownership interest in
 24 Blackfoot Anesthesia Services?
 25 A. The changes we're going through will

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1 give ownership to the remaining four CRNAs that stay
 2 there at the hospital.
 3 Q. When you say at the hospital, are you
 4 referring to --
 5 A. Bingham Memorial Hospital, yeah.
 6 Q. And we'll get into it in a minute about
 7 the company's relationship with the hospital.
 8 So in December of 2009 you were an
 9 employee of Blackfoot Anesthesia Services?
 10 A. Yes.
 11 Q. And you were on salary?
 12 A. Yes.
 13 Q. What was your salary?
 14 MR. McCOLL: Object to the form. You don't
 15 have to answer that. It's not relevant. Don't
 16 answer it.
 17 THE WITNESS: All right.
 18 MR. OLSEN: So are you instructing the
 19 witness not to answer that question?
 20 MR. McCOLL: I am. It's not even remotely
 21 relevant.
 22 MR. OLSEN: Well, let the record --
 23 MR. McCOLL: You can preserve your objection
 24 all you want.
 25 MR. OLSEN: I'll preserve the objection.

6 (Pages 18 to 21)